

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROCHELLE AND
OGLE-LEE FIRE PROTECTION DISTRICT**

This Agreement made by and between the CITY OF ROCHELLE, an Illinois Municipal Corporation ("City"), and the OGLE-LEE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District ("District").

W I T N E S S E T H :

THAT WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local governments to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 *et seq.*, and the Illinois Municipal Code, 65 ILCS 5/1-1-5 *et seq.*, also authorize units of local government to exercise and enjoy jointly their powers, privileges, or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the District is a duly formed Illinois fire protection district pursuant to 70 ILCS 705/1 *et seq.*, comprising parts of Ogle and Lee Counties, Illinois; and

WHEREAS, the City owns and operates a municipal fire department which would be available to provide services to the District in exchange for compensation paid by the District to the City.

NOW, THEREFORE, the parties agree as follows:

1. **Intent**. It is the parties' intent to operate and manage the District and City fire departments as a single entity.
2. **Fire Calls**. City shall respond with sufficient and adequate firefighters and equipment to all fire calls within the District.
3. **Rescue Calls**. City shall provide rescue services to the District at the applicable resident rate and the fee shall be billed and shall be the sole responsibility of the individual or family for whose benefit the services are provided.

(8/15/17)

4. Ambulance Calls. City shall provide ambulance services to the District at the applicable resident rate and the fee shall be billed and shall be the sole responsibility of the individual or family for whose benefit the services are provided. City shall retain all revenues billed for providing said ambulance services.
5. Management Board. A Management Board may be formed and shall consist of two members appointed by the District and two members appointed by the City. The Management Board shall meet not less than quarterly and shall have the following responsibilities:
 - A. To provide liaison between the District and the City.
 - B. To provide joint policy review and oversight.
 - C. To develop a Long Range Joint Operating Master Plan and make recommendations to the District and the City.
6. Operations. All operations and day-to-day management shall be under the direction of the City's Fire Chief and City Manager, subject to District review. Operations shall consist of, but not be limited to, fire suppression, EMS, rescue, haz mat, personnel, training, fire prevention, dispatching, public information, response record keeping, and payment of bills and payroll.
7. Compensation. District shall pay the City the sum of \$86,500.00 per year at the rate of \$7,208.33 per month, for the period of October 1, 2017, to September 30, 2022. The payments herein provided shall be increased at the rate of 3% per annum beginning with the payment due May 1, 2018, with the annual payments apportioned equally between fire calls and rescue/ambulance calls. The annual payments are to be apportioned as follows: the sum of \$43,250.00 for fire calls and the sum of \$43,250 for rescue and ambulance calls. The above apportioned amounts may be amended by mutual agreement of the parties pursuant to any future recommendations of the Management Board.
8. Term. This Agreement shall be for the term of five (5) years beginning October 1, 2017, and ending September 30, 2022.
9. Termination. Either party may terminate this Intergovernmental Agreement by giving twelve (12) months prior written notice to the other party of its desire to terminate.

(8/15/17)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year as first written above.

Dated: _____, 2017

Dated: _____, 2017

**OGLE-LEE FIRE PROTECTION
DISTRICT**

CITY OF ROCHELLE

By: _____
Lance Noggle, President

By: _____
Chet Olson, Mayor

Attest: _____
Richard Kasmar, Secretary

Attest: _____
Bruce McKinney, Clerk

(Corporate Seal)

(Corporate Seal)

PREPARED BY:
Fearer, Nye & Chadwick/Philip H. Nye, Jr.
Attorneys for Ogle-Lee Fire Protection District
420 Fourth Avenue, PO Box 117
Rochelle, IL 61068
815/562-2156